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Collective Bargaining Agreements

11-1-1938

Kroger, Liberty Cash Store, Easy Way Stores and Amalgamated Meat Cutters and Butcher Workmen of North America, Local 452, AFL, Tennessee Federation of Labor, Memphis Trade and Labor Council (1938)

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Kroger, Liberty Cash Store, Easy Way Stores and Amalgamated Meat Cutters and Butcher Workmen of North America, Local 452, AFL, Tennessee Federation of Labor, Memphis Trade and Labor Council (1938)

Location

Memphis, TN

Effective Date

11-1-1938

Expiration Date

10-31-1939

Number of Workers

300

Employer

Kroger; Liberty Cash Store; Easy Way Stores

Union

Amalgamated Meat Cutters and Butcher Workmen of North America

Union Local

452

NAICS

44

Sector

Private

Item ID

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Keywords

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Comments

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Memphis, Tennessee
Butchers Union
In effect June 1, 1939

Meat cutters 452
Memphis Tenn
Nov - 39

CONTRACT
BETWEEN
RETAIL BUTCHERS
AND
LOCAL No. 452
MEMPHIS, TENNESSEE

The following contract governing employment of the hereinafter employed employees is this day entered into by and between _____

_____ and Local No. 452, Amalgamated Meat Cutters, and Butchers Workmen of North America, affiliated with the American Federation of Labor, Tennessee Federation of Labor and the Memphis Trade and Labor Council.

ARTICLE I.

HOURS AND WAGES OF JOURNEYMEN AND MEAT CUTTERS

Section A. Hours of Labor shall be from 8 A. M. to 6 P. M. on week days and from 8 A. M. to 9 P. M. on Saturdays and days preceding holidays. One hour shall be allowed for dinner the first five days of the week and one hour for dinner and one-half hour for supper on Saturdays and days preceding holidays. No overtime work shall be permitted. Under no conditions shall meats be sold other than during hours specified in Section A of Article I.

Section B. All markets shall be managed by a journeyman meat cutter and he shall be a member of Local 452 in good standing and shall receive a minimum wage of not less than \$35.00 per week for the hours specified in Section A of this article. All other journeymen meat cutters shall receive a minimum wage of \$35.00 per week and work the hours specified in Section A of this article. Members receiving more than the above rate, their pay shall not be reduced by the present employer according to the terms of this agreement. In all markets now employing two journeymen meat cutters, second journeyman shall not be replaced by an apprentice except where just cause has been shown to the Business Representative of Local 452.

Section C. All extra journeymen shall receive \$6.00 per day, except Saturdays and days preceding holidays, when they shall receive \$8.00 per day. Each journeyman shall work the hours specified in Section A of Article I. No overtime work shall be permitted.

ARTICLE II.

APPRENTICES, WAGES AND WORKING HOURS.

Section A. Apprentices shall be at least 18 years of age, and shall be a member in good standing of Local 452, before being eligible for employment, but no apprentices shall take charge of a market until they are recognized as a journeyman meat cutter of Local 452.

Section B. There shall not be more than one apprentice employed in any market.

Section C. Wages of regularly employed apprentices:

First year, shall receive \$17.50 per week.

Second year, shall receive \$21.50 per week.

Third year, shall receive \$24.00 per week.

Apprentices working extra shall receive \$4.50 per day for a week day and \$6.00 per day for Saturdays and days preceding holidays and shall work the hours specified in Article I, Section A, and Article II, Section C.

ARTICLE III.

Section A. The following holidays all markets shall be closed and there will be no work of any kind on these holidays. Wages for said holidays shall not be deducted from employee's weekly wage; Fourth of July, Labor Day, Thanksgiving, Christmas, Sundays.

Section B. Should any of the above mentioned holidays fall on Sunday, they shall be observed on the following Monday of such Sunday.

Section C. All employees of the meat department who have been in the employ of the Company for more than one year shall receive one week's vacation with pay, said vacations to be taken between May first and September first.

ARTICLE IV.

It is further agreed by and between the parties to this contract that the contracting employer shall not require any of the employees governed by this agreement to attend more than one staff meeting per month, except in cases of emergency the contracting employer will be permitted to ask for an additional meeting. This permit must be signed by the Executive Board of the Local union.

ARTICLE V.

In the event said employer is desirous of taking an inventory of the stock of said goods of said market by the employees thereof, said inventory must be taken during the time of said regular employment.

ARTICLE VI.

When in need of help the employer must employ members in good standing of Local 452 of A. M. C. and B. W. of N. A. No non-union men shall be employed.

ARTICLE VII.

In case of change of employment, either by the employees quitting work or by the employer dismissing employee, a notice of five days shall be given by both the employer and employees in the following manner, to-wit: Employees, who for any cause whatever desires to change his employment shall notify his employer and the Secretary of Local 452, A. M. C. and B. W. of N. A. five days at least prior to such change, except that in the event that the employer shall find it necessary to discharge employee for misconduct and in such event the employer has a right to dismiss said employees without said five days' notice.

ARTICLE VIII.

It shall be termed a violation of this contract for any other employee other than a member of Local 452 to sell or cut meat in any of the markets operated by any of the employers, parties to this agreement.

ARTICLE IX.

The employers agree to assist Local 452 in every possible way in collecting any arrears or dues from employees but do not agree to be responsible for dues in arrears. To eliminate such grievances that may arise under this Article, the employer agrees to notify their employees that in accordance with the terms of this agreement, that they must meet their obligations to the Local Union on or before the 15th day of each month.

ARTICLE X.

This agreement to be posted in the place of employment so that each and every employee shall have equal and easy access to same.

ARTICLE XI.

The market cards shall be displayed in all places where members of Local 452 are employed and must hang in a conspicuous place. Where market cards are displayed by shop owners without help as well as with help, the card shall be removed immediately by the Secretary of this Local, upon any violation of this agreement.

ARTICLE XII.

Should differences arise that cannot be adjusted between the Local Union Executive Board and Employer, said matters shall be referred to the International Union for adjustment. There shall be no cessation of work by membership or lock outs by employers pending adjustment. It is hereby understood and definitely agreed there will be no sympathetic strikes.

ARTICLE XIII.

Any alterations that may be desired by either party to this agreement at the time of its expiration must be made known not later than 30 days' prior to its expiration and in the event the 30 days' notice is not given, it is hereby agreed by and between both parties that this said contract shall be treated and considered as being renewed in full for the ensuing year from the date of expiration.

ARTICLE XIV.

This agreement expires November 1st, 1939, subject to the conditions in Article XIII.

ARTICLE XV.

If through any cause whatever the adoption of this agreement be delayed later than November 1st, 1938, said agreement shall be retroactive to November 1st, 1938.

IN WITNESS WHEREOF, the undersigned parties have heretofore executed the foregoing agreement and affixed their hands and seals this 1st day of November, 1938.

EMPLOYER:

President.

Secretary.

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON

37-37-132

Meat 452
Memphis, Tenn
11-1-39

March 12, 1938

Mr. John A. Strong, B. A.
Amalgamated Meat Cutters and Butcher
Workmen of North America #452
319 Sterisk Building
Memphis, Tennessee

My dear Mr. Strong:

We have in our files a copy of your agreement with employers which expired November 1, 1937.

In order to keep our files of union agreements up to date, I should be grateful if you could conveniently send us a copy of your new agreement, if you now have an agreement in force. We shall be glad to type a duplicate and promptly return the original if you have only one copy available. If you so indicate, we shall keep the identity of the agreement confidential, using the material only for general information, in such a way as not to reveal the name of the union.

We shall be very grateful for your assistance. The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,

Isador Lubin

Isador Lubin

Commissioner of Labor Statistics

Enc.

Name of company or employers' association signing the agreement

*and a number of independent stores. These
Kroger, Liberty Cash Store, Easy Way Stores.*
(If more than one employer, please list on reverse side)

Number of companies covered by agreement 124

Number of union members working under terms of agreement 300

Number of non-members working under terms of agreement none

Branch of trade covered Meat Cutters Retail

Date renewed 11-1-38 Date of expiration ~~11-1-39~~ 10-31-39

Please check here if you wish the agreement returned no.

If you cannot send a copy of your new agreement, please note (on the reverse side of this letter) any changes from your previous agreement.

*W. W. Rowland - Sec'y. Butcher Union
Local 452*